

**MINUTES OF THE BUSINESS MEETING
COLLIERVILLE BOARD OF EDUCATION
June 10, 2014**

**MR. MARK HANSEN, CHAIRMAN
MR. KEVIN VAUGHAN, VICE-CHAIRMAN
MS. WANDA CHISM
MR. WRIGHT COX
MRS. CATHY MESSERLY**

- I. CALL TO ORDER:** The Collierville School Board meeting was called to order by Chairman Mark Hansen at 6:01 p.m.
- II. ROLL CALL:** Roll call was taken by Chairman Mark Hansen and four of the five school board members were present, representing a quorum. Mr. Cox was absent.
- III. MOMENT OF SILENCE:** A moment of silence was observed.
- IV. PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Chairman Mark Hansen.
- V. PUBLIC COMMENTS:**
There were no public comments.

VI. APPROVAL OF AGENDA:
Recommendation: It is recommended that the Collierville School Board of Education approve the agenda for the June 10, 2014 with the removal of Item P – Policy #4.301, Interscholastic Athletics.

Kevin Vaughan made motion to approve the Agenda with the removal of Item P – Policy #4.301, Interscholastic Athletics and to suspend the rules and approve the policies in one motion on the first reading. The motion was seconded By Wanda Chism and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Absent
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

VII. BUSINESS AFFAIRS

I. APPROVAL OF THE MINUTES OF THE MAY 13, 2014 BUSINESS MEETING AND MAY 27, 2014 SPECIAL CALLED MEETING.

Recommendation: It is recommended that the Collierville Schools Board suspend the rules and approve minutes of the May 13, 2014 and May 27, 2014.

A motion was made by Kevin Vaughan to suspend the rules and approve the minutes as a whole group. The motion was seconded by Cathy Messerly and unanimously approved by the board.

Wanda Chism	Aye
Wright Cox	Absent
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

VIII. REPORTS:

1. CHAIRMAN'S REPORT

Chairman Hansen reported that the Board of Mayor and Aldermen had a meeting on June 9, 2014 to approve the town's budget. Collierville Schools is doubling the town's budget. The Town will advance about \$5,000,000.00 to the Collierville Schools to have the school system started, until we start receiving revenue from the State Department. Other municipalities have had to issue anticipation notes to get their school system started and we are very fortunate that we are not having to incur that transaction. The Board and Mayor of Aldermen are very happy with the budget we have proposed. They have expressed their appreciation that we are being good stewards of the money and we are trying to be careful in what we are approving. Our relationship with the Board of Mayor and Aldermen and their continued support is much appreciated.

Employees have moved into the Central Office at 146 College Street. The historic building is very nice and has an interesting background. The site for the old school has always been used for educational services and it needed to be used for educational purposes and what we are using it for is perfect. The Board provided the central office staff lunch last Friday and everyone enjoyed spending time together. Mr. Hansen appreciates the staff and the hard work everyone is performing.

2. SUPERINTENDENT'S REPORT

Mr. Aitken stated that the Central Office Staff employees moved into the new location on June 2, 2014. He noted ladies have been busy decorating and making the offices look official. There are now two temporary phone lines as well as a fax line. We did sustain some storm damage last Thursday as several of our trees were severely damaged and had to be cut down. The week culminated with our Board members providing BBQ to all the staff members on Friday afternoon. Mr. Aitken thanked all of them for their generous gesture.

Since the last meeting, a new principal has been for Collierville Middle School. Mr. Roger Jones is returning to Collierville Middle School from his Vice-Principal position at Arlington High School. Everyone is excited to have him back in Collierville and we look forward to his leadership at Collierville Middle School.

The Town of Collierville held a public hearing last night to discuss the fiscal year 2015 budget, of which our budget is a large part. In addition, the Town passed a similar TCRS resolution to the ones you will be considering budget. Mr. Aitken would like to thank the Town again for their leadership and all the staff members who have helped guide and assist us to this point. Their support has been phenomenal and we look forward to working with them in the future.

The Town of Collierville has asked Collierville Schools to swap dates for our next work session. Since it requires a vote, Mr. Aitken asked for your approval to hold our next work session on Monday, June 23, 2014 instead of our normal Tuesday meeting.

Mr. Aitken and Mr. Hansen will be attending a meeting in Jackson, Tennessee on Thursday to hear officials from State Department of Education to give updates to West Tennessee superintendents. He will gather any pertinent information to all of you upon return.

The June work session and the July business meeting will include any remaining policies that have been either been revised by TSBA or one our staff once they have come on board. The Durham contract has been vetted by our counsel and returned to the Durham Attorneys for final review. Once the contract is cleared to bring back to you, Mr. Aitken will confer with Mr. Hansen on a possible date for a meeting if one is needed.

Mr. Aitken read into record the following Secondary Education Act:

**Collierville Schools – FY 2014 Elementary and Secondary Education Act (ESEA) Programs Summary
Preliminary Allocations**

Title IA

Total Amount: \$606,162

Title I funds are used to increase student academic achievement. Collierville Schools will have 2 Targeted Assistance schools for the 2014-15 school year, Collierville Elementary and Sycamore Elementary. Schools are ranked based on free/reduced lunch counts and students with greatest need. These services will supplement instructional services provided by state and local funds.

Title I funds will be utilized for administrative support (1 Federal Programs/Accountability Supervisor), academic teachers (2), teacher assistants (2), extended learning opportunities, parent training, instructional supplies/materials, equipment, and professional development.

Title II A

Total Amount: \$288,145

Professional development activities for core academic subjects that are high quality, sustained, intensive, and classroom focused will be provided for instructional staff in all Collierville Schools.

Title II A funds will be utilized for administrative support (1 PD& Evaluation supervisor), master teachers (1 per school), Learning Coaches (1 per school), professional development workshops, professional development materials/supplies, and teacher and principal mentoring.

Title III

Total Amount: \$25,586

Supplemental scientifically based language instruction to increase English proficiency and student academic achievement in support of English as a Second Language (ESL) Services to English Learners will be provided to eligible Collierville Schools students. Funds will be utilized for instructional materials/supplies, equipment, parent outreach and professional development.

3. CONSULTANT'S REPORT

Central Office Move on Monday, June 2nd

Collierville Schools Administration moved from Town Hall into the new Central Office location at 146 College St. on Monday, June 2nd. Human Resources, Finance, Curriculum and Instruction, Special Education, Student Services, Operations and the Superintendent will all be housed on the first floor of the historic high school building.

Activity has picked up throughout the building as employees have become more comfortable in their spaces. A luncheon, sponsored by the Collierville Schools Board of Education was held on Friday afternoon, June 6th in our conference room.

Office hours for the new Central Office will be from 7:00 am till 5:00 pm.

Comprehensive Five Year CIP – Demographics, Programs, and Facilities

The Collierville Schools Administration has begun to develop a comprehensive 5 year CIP. An outline of the plan was presented by Ms. Nedra Jones, Planner to Superintendent Aitken’s Executive staff on May 14th and approved.

The plan calls for the involvement of local governmental planning including projected land uses and restrictions. It also involves the collection of base data related to student enrollment history, student mobility, and transfers. Enrollment projections as well as the impact of new single family and multi-family housing will be considered. There will be a review of existing curriculum programs as well as consideration of future course offerings. Finally, there will be an audit of our facilities utilization and an analysis of each facilities condition. A summary report will be developed that supports any recommendations for building renovation, modification, new construction or adjustments to attendance zones.

Out of all of this data, our goal will be to prepare a report to support the development of a budget for any capital improvement plans. Once this document and report are established, it will be presented to you, the school board members, at a public meeting. The plan, after adopted, will be reviewed and updated on an annual basis.

The committee has been formed and will include representatives from:

Human Resources, Finance, Curriculum and Instruction, Special Education, Student Services, Operations, The Town of Collierville Planning and Development Department, The Board of Mayor and Alderman, a Parent Teacher Association Representative, the Superintendent, and a Member from this board. The first meeting of the committee is scheduled to be held this week. I anticipate a progress report will be presented at subsequent board meetings.

IX. RECOMMENDED ACTIONS:

Recommendation: It is recommended that the Collierville Board of Education approve these policies as presented by the Superintendent, with the exception of pulling Item P – Policy # 4.301, Interscholastic Athletics.

- A. **Proposed New Policy #3.400, Student Transportation Management**
- B. **Proposed New Policy #3.401, Scheduling and Routing**
- C. **Proposed New Policy #3.402, Special Use of School Vehicles**
- D. **Proposed New Policy #4.100, Instructional Goals**
- E. **Proposed New Policy #4.200, Curriculum Development**
- F. **Proposed New Policy #4.201, Basic Program**
- G. **Proposed New Policy #4.202, Special Education**
- H. **Proposed New Policy #4.203, Advanced College Placement**
- I. **Proposed New Policy #4.204, Summer School**
- J. **Proposed New Policy #4.205, Enrollment in College**
- K. **Proposed New Policy #4.206, Special Programs-Remedial & Homebound Instruction**
- L. **Proposed New Policy #4.207, Limited English Proficiency/Language Minority Students**
- M. **Proposed New Policy #4.208, Adult Education Program**
- N. **Proposed New Policy #4.209, Alternative Credit Options**
- O. **Proposed New Policy #4.300, Extracurricular Activities**
- P. **Proposed New Policy #4.302, Field Trips/Excursions Competition**
- Q. **Proposed New Policy #4.400, Instructional Resources and Materials**
- R. **Proposed New Policy #4.401, Textbooks**
- S. **Proposed New Policy #4.402, Instructional Supplies**
- T. **Proposed New Policy #4.403, Reconsideration of Instructional Materials & Textbooks**
- U. **Proposed New Policy #4.404, Use of Copyrighted Materials**
- V. **Proposed New Policy #4.405, Employee-Developed Materials**
- W. **Proposed New Policy #4.406, Use of the Internet**
- X. **Proposed New Policy #4.407, School & System Websites**
- Y. **Proposed New Policy #4.408, Use of Multimedia**
- Z. **Proposed New Policy #4.500, Community Instructional Resources**

- AA. Proposed New Policy #4.501, School Volunteers
- BB. Proposed New Policy #4.502, Parent/Family Involvement
- CC. Proposed New Policy #4.600, Grading System
- DD. Proposed New Policy #4.601, Reporting Student Progress
- EE. Proposed New Policy #4.602, Honor Roll, Awards and Class Ranking
- FF. Proposed New Policy #4.603, Promotion & Retention
- GG. Proposed New Policy #4.604, Credit for Prior Courses
- HH. Proposed New Policy #4.605, Graduation Requirements
- II. Proposed New Policy #4.606, Graduation Activities
- JJ. Proposed New Policy #4.607, Waiver of Rules and Regulations
- KK. Proposed New Policy #4.700, Testing Programs
- LL. Proposed New Policy #4.701, Maintaining Test Security
- MM. Proposed New Policy #4.702, Evaluations of Instructional Programs
- NN. Proposed New Policy #4.800, Controversial Issues
- OO. Proposed New Policy #4.801, Controversial Materials
- PP. Proposed New Policy #4.802, Student Equal Access
- QQ. Proposed New Policy #4.803, Recognition of Religious Beliefs, Customs & Holidays
- RR. Proposed New Policy #4.804, Religion Content of Courses
- SS. Proposed New Policy #4.805, Prayer and Period of Silence
- TT. Proposed New Policy #6.308, Bus Safety and Conduct

Kevin Vaughan made motion to suspend the rules and suspend the Second Reading of these policies with the exception of deleting Item P - and to approve these policies as presented by the Superintendent. The motion was seconded by Cathy Messerly and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Absent
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

X. NEW BUSINESS ITEMS:

Recommendation: It is recommended that the Board approve the following resolution:

- **Resolution to Approve Collierville Schools General Fund Budget and Special Revenue Fund Budget for 2014-2015 Fiscal Year**

Cathy Messerly made motion to approve the resolution to approve Collierville Schools General Fund Budget and Special Revenue Fund Budget for 2014-2105 fiscal year as amended by Mike Marshall. The motion was seconded by Wanda Chism and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Absent
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

- **Approval of Tennessee Consolidated Retirement Fund Resolutions**

Kevin Vaughan made motion to approve the Tennessee Consolidated Retirement Fund Resolutions as read and explained by the Superintendent. The motion was seconded by Wanda Chism and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Absent
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

- **Approval of Blackboard Connect Contract for \$12,141.50**

Wanda Chism made motion to approve the Blackboard Connect Contract for \$12,141.50. The motion was seconded by Cathy Messerly and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Absent
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

- **Approval of Microsoft Licensing Agreement \$32,130.00**

Wanda Chism made motion to approve Microsoft Licensing Agreement for \$32,130.00. The motion was seconded by Cathy Messerly and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Absent
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

XI. ADJOURNMENT

With no further comments or objections, the meeting was adjourned at 7:42 p.m.

J. Mark Hansen, *Chairman*

John S. Aitken, *Superintendent*

**MINUTES OF THE SPECIAL CALLED MEETING
COLLIERVILLE BOARD OF EDUCATION
Monday, June 23, 2014**

**MR. MARK HANSEN, CHAIRMAN
MR. KEVIN VAUGHAN, VICE-CHAIRMAN
MS. WANDA CHISM
MR. WRIGHT COX
MRS. CATHY MESSERLY**

- I. CALL TO ORDER:** The Collierville School Board meeting was called to order by Chairman Mark Hansen at 6:40 p.m.
- II. ROLL CALL:** Roll call was taken by Chairman Mark Hansen and four of the five school board members were present, representing a quorum. Ms. Cathy Messerly was absent.
- III. MOMENT OF SILENCE:** A moment of silence was observed.
- IV. PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Chairman Mark Hansen.
- V. APPROVAL OF AGENDA**
Recommendation: It is recommended that the Collierville School Board of Education approve the agenda for the June 23, 2014 Special Called Business Meeting with the amendment of the Apple Lease Agreement and the removal of the amended TCRS Hybrid Resolution.

Mr. Kevin Vaughan made motion to approve the agenda with the amendment of the Apple Lease Agreement and the removal of the amended TCRS Hybrid Resolution. The motion was seconded by Mr. Wright Cox and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Absent
Kevin Vaughan	Aye

VI. PUBLIC COMMENTS

There were no public comments.

VII. RECOMMENDED ACTIONS:

Recommendation: It is recommended that the Board approve the following actions:

- **Approval of the Following Special Courses:**
 - Etymology Honors
 - ACT Prep English
 - ACT Prep Math
 - Calculus 3
 - Facing History

Wright Cox made motion to approve the Special Courses. The motion was seconded by Wanda Chism and approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Absent
Kevin Vaughan	Aye

- **Approval of Kelly Services Contract**

Kevin Vaughan made motion to approve the Kelly Services Contract. The motion was seconded by Wanda Chism and was approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Absent
Kevin Vaughan	Aye

- **Approval of Durham Contract**

Kevin Vaughan made motion to recommend for the Executive Committee to execute an agreement with Durham after our counsel has worked out the details of this agreement. The motion was seconded by Wright Cox and was approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Absent
Kevin Vaughan	Aye

- **Approval of Apple Lease Agreement**

Kevin Vaughan move the motion to approve the authorization for the Executive Committee to enter into a Memorandum of Understanding with the Town of Collierville for \$702,600.00. The motion was seconded by Wanda Chism and was approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Absent
Kevin Vaughan	Aye

- **Approval of Employee Health Care Agreement**

Kevin Vaughan made the motion to approve the authorization for the Executive Committee to enter into the appropriate agreements that include: Meritain Health Inc. Administrative Services Agreement, Interlocal Health Benefits Plan Asset Trust Agreement and Interlocal Health Benefits Administration Agreement that are required to get our health insurance program executed by July 1st 2014. The motion was seconded by Wright Cox and was approved unanimously by the board.

Wanda Chism	Aye
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Absent
Kevin Vaughan	Aye

VIII. ADJOURNMENT

With no further comments or objections, the meeting adjourned at 7:21 p.m.

J. Mark Hansen, *Chairman*

John S. Aitken, *Superintendent*

Collierville Schools Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Tobacco-Free Schools	Descriptor Code: 1.803	Issued Date: 01/14/14
		Rescinds:	Issued:

- 1 All uses of tobacco and tobacco products, including smokeless tobacco, electronic cigarettes and
2 associated paraphernalia are prohibited in all of the school district's buildings and in all vehicles that are
3 owned, leased or operated by the district.^{1,2} Smoking shall be prohibited in any public seating areas
4 including, but not limited to, bleachers used for sporting events or public restrooms.³
- 5 District employees and students enrolled in the district's schools will not be permitted to use tobacco or
6 tobacco products, including smokeless tobacco, electronic cigarettes and associated paraphernalia while
7 they are participants in any class or activity in which they represent the school district.
- 8 Any student who possesses tobacco products shall be issued a citation by the school principal/resource
9 officer.⁴ The director of schools, in cooperation with the juvenile court and the local (police/sheriff's
10 department), is responsible for developing procedures for issuance of the citations which shall include
11 the form and content of citations and methods of handling completed citations.
- 12 Parents and students shall be notified of this citation requirement at the beginning of each school year.
- 13 Signs will be posted throughout the district's facilities to notify students, employees and all other persons
14 visiting the school that the use of tobacco and tobacco products is forbidden. The following notice shall
15 be prominently posted (including at each ticket booth) for elementary or secondary school sporting
16 events: *Smoking is prohibited by law in seating areas and in restrooms.*⁵

Legal References

1. Section 1042 of the Environmental Tobacco
Smoke/Pro-Children Act of 1994
2. TCA 39-17-1604(6)
3. TCA 39-17-1604(10)
4. TCA 39-17-1505
5. TCA 39-17-1605

Collierville Schools Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Registered Sex Offenders	Descriptor Code: 1.808	Issued Date:
		Rescinds:	Issued:

1 Individuals registered as sex offenders in Tennessee or any other state are prohibited from the premises of any
2 school in this district, except for the limited circumstances stated in this policy.¹

3 **EMPLOYMENT**

4 An individual listed by the state of Tennessee or any other state as a registered sex offender is ineligible for
5 employment within the school district.

6 **PRESENCE ON SCHOOL PROPERTY**

7 No registered sex offender, other than a student enrolled in the school in question, shall come on, about, or
8 within 1,000 feet of a local school's property line, except as provided below.² If any employee of the school
9 district becomes aware of any registered sex offender's presence on school property, he/she shall immediately
10 inform the principal, who shall direct the individual to leave the premises immediately. The principal shall
11 request assistance from local law enforcement authorities if offender resists the principal's directives. If the
12 registered sex offender repeats this restriction of coming on to school property, the principal may confer with
13 legal counsel to take appropriate legal action.

14 Neither this policy nor state law impose any duty upon a principal or any other employee of the local school
15 district to review the sex offender registry for individuals who may come upon the property.

16 **PARENTS WHO ARE REGISTERED SEX OFFENDERS**

17 A parent or legal guardian of a child who is enrolled in the school may attend a conference with school officials
18 with the written permission of the school's principal.

19 An offender may come within the 1,000 feet limit provided that the individual is dropping off or picking up a
20 child or children enrolled in the school.

21 Principals shall speak with the parent upon learning of their status as a sex offender to communicate the
22 restrictions of this policy and to establish open dialogue with the parent, as much as is possible or reasonable.
23 The principal shall take all appropriate measures to protect the privacy of the sex offender's child.

Legal References

1. TCA 40-39-201, et seq.
2. TCA 40-39-211 (a)

Collierville Schools Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Equipment and Supplies Management	Descriptor Code: 3.300	Issued Date: 05/13/14
		Rescinds:	Issued:

1 The Director of Schools shall develop procedures ensuring the useful life of equipment and supplies.
2 Equipment management shall be in accordance with federal and state laws, regulations and guidelines.

3 Employees of the system are responsible for the materials, equipment and supplies assigned to them. In
4 addition, employees are responsible for the reasonable preservation and protection of materials,
5 equipment and supplies not under their direct control.

6 **Automated External Defibrillator (AED) Devices**

7 The Board authorizes the placement of AEDs at District-owned locations, specifically school sites.
8 The District shall develop a program for the use of AEDs that includes a written plan adhering to
9 provisions set forth in State statute and rules adopted by the Department of Health. This plan shall
10 include, but may not be limited to:

- 11 a) AED placement;
- 12 b) Training of individuals who are authorized to operate the AED;
- 13 c) Coordination with local emergency medical services providers;
- 14 d) Maintenance and testing of the AED;
- 15 e) Records;
- 16 f) Reports of AED use;
- 17 g) A plan of action for proper usage of the AED; and
- 18 h) Other matters as specified by the department.

20 **Indemnity**

21
22 The District and its employees who act in good faith and in substantial compliance with applicable
23 statutes and the rules adopted by the department shall not be criminally or civilly liable for rendering
24 emergency care, including the use of an AED.

25
26

Cross References

Inventories 2.702

Collierville Schools Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Insurance Management	Descriptor Code: 3.600	Issued Date:
		Rescinds:	Issued:

1 The insurance program will provide coverages in a minimum of the following broad categories:

2

- 3 1. Property: Buildings and contents against fire, extended coverage, vandalism and malicious
- 4 mischief, boiler and machinery explosion; and vehicles;
- 5 2. Liability: Board members, Superintendent and employees resulting from discharging their
- 6 duties;
- 7 3. Worker's compensation; and
- 8 4. Fidelity: Blanket bond and fiscal agent's bond as required by statute.

9 **GROUP HEALTH**

10 The Board shall provide group health insurance for all full-time employees.¹

11 Board approval of group insurance for which the Board makes partial payment shall be given on
12 recommendation of a committee comprised of at least one representative of each participating entity in
13 the Health insurance pool.

14 **PHI (Protected Health Information)**

15 The Municipal School District shall comply with the Health Insurance Portability and Accountability
16 Act (HIPPA),³ and Health Information Technology for Economic and Clinical Health Act (HITECH)⁴
17 in the securing Protected Health Information.

18

19 **GROUP LIFE**

20 The Board shall provide group life insurance for all full-time employees.¹

21 **RETIREEES²**

22 **For *Collierville Schools* employees hired directly from *Shelby County Schools* prior to August 1,**
23 **2014 and employees hired by *Collierville Schools* between January 1, 2014 and June 30, 2014:**

24 Payment of individual hospitalization insurance coverage shall be available for any retiring employee
25 at the same cost as for other employees until the employee reaches age sixty-five (65) provided that:

- 26 1. The employee is eligible for retirement under the eligibility standards as set by Tennessee
27 Consolidated Retirement System; and
- 28 2. The employee has been enrolled in the *Collierville Schools*-sponsored insurance plan for one
29 (1) full year immediately prior to retirement; and

- 1 3. The employee has completed fifteen (15) years' service with *Collierville Schools*
- 2 a. For employees in this category hired directly from Shelby County Schools, prior
- 3 services credited by Shelby County Schools will be applied to the 15-year service
- 4 requirement.

5 Life insurance shall be continued at 1 time annual earning to cap at \$50,000 meeting the above
6 requirements. This benefit is paid 100% by the board.)

7 **For *Collierville Schools* employees whose effective hire date is July 1st, 2014 or after who do not**
8 **fall into the category above:**

9 A defined contribution shall be available for any retiring employees to go toward the purchase of a
10 health policy on the open market for five years following effective date of retirement or until the
11 employee reaches age sixty-five(65), whichever comes first, provided that:

- 12 1. The employee is eligible for retirement under the eligibility standards as set by
- 13 Tennessee Consolidated Retirement System; and
- 14 2. The employee has been enrolled in the Collierville Schools-sponsored insurance plan
- 15 for one (1) full year immediately prior to retirement; and
- 16 3. The employee has completed fifteen (15) years' consecutive service with *Collierville*
- 17 *Schools*.

18 Life insurance shall be continued at \$10,000 under the same terms for employees meeting the above
19 requirements. This benefit is paid 100% by the board.

20

Legal References

- 1. TCA 49-2-209
- 2. TCA 49-2-208
- 3. HIPPA, 42 U.S.C. & 1320d-1
- 4. HITECH

Cross References

Retirement 5021

Collierville Schools Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Interscholastic Athletics	Descriptor Code: 4.301	Issued Date:
		Rescinds:	Issued:

1 No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated
 2 differently from another person or otherwise be discriminated against in any athletic program of the school. Equal
 3 athletic opportunities shall be provided for members of both sexes.¹

4 Interscholastic athletics shall be administered as a part of the regular school program and shall be the principal's
 5 responsibility. Principals shall ensure that school regulations regarding participation in a sport are reasonable.
 6 Athletic schedules shall be filed in each school principal's office. The principal or his/ her designee must
 7 accompany an athletic team on trips.

8 Bylaws of the Tennessee Secondary School Athletic Association shall regulate the operation and control of
 9 athletics.²

10 A list of all coaches and their stipends and other compensation approved by the school will be provided to the
 11 board annually. All booster organizations associated with TSSAA sponsored sports will provide a certified
 12 statement on a form provided by the school that no compensation was paid that was not approved and paid in
 13 accordance with Section 9G of the TSSAA handbook. The form must be signed by the President and Treasurer
 14 of the booster organization.

15 In the event that the school's insurance provider does not extend coverage to an athlete, that athlete must provide
 16 proof of independently secured catastrophic coverage and liability coverage, with the school system as a named
 17 insured, of not less than the limits set forth in TCA § 29-20-403.

18 Prior to participation in interscholastic athletics, every student must complete an annual physical examination.³
 19 The parents/guardians of each student shall be responsible for covering the cost of the examination, and these
 20 records shall be on file in school office. It shall be the responsibility of the parent(s) or guardian to provide health
 21 and hospitalization insurance for all students participating in interscholastic athletics.

22 No principal or teacher of any school under the control of the Board shall dismiss his/her school or any group of
 23 students for the purpose of attending the practice of any interscholastic sport during the school day without written
 24 permission from the Director of Schools. This does not prevent the inclusion of regular physical training lessons
 25 in the daily school program.⁴

26 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone or tolerate
 27 hazing activities.

Legal References

1. Title IX, Education Amendment of 1972,
20 U.S.C. § 1681, et seq. ; 34 CFR § 106.41
2. 2. TRR/MS 0520-01-02-.08(1)
3. 3. TRR/MS 0520-01-03-.08(2)(b)
4. 4. TCA 49-6-1002
5. 5. TCA 49-2-120

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date:
		Rescinds:	Issued:

1 **SUSPENSION PENDING AN INVESTIGATION**¹

2 The director of schools may suspend a teacher at any time that may seem necessary, pending investigation or final
3 disposition of a case before the board or an appeal. If the matter under investigation is not the subject of an
4 ongoing criminal investigation or a department of children's services investigation, and if no charges for dismissal
5 have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. Under no
6 circumstances shall the director of schools suspend a teacher with pay. If vindicated or reinstated, the teacher
7 shall be paid full salary for the period of suspension.

8 **SUSPENSION OF THREE DAYS OR LESS**^{2,3,4}

9 A director of schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty,
10 unprofessional conduct and insubordination. Before an employee is suspended he/she shall be: (1) provided with
11 written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an
12 opportunity to respond to the director at a conference, if requested within five (5) days; and (3) given a written
13 decision of the suspension within ten (10) days. Both parties may be represented by counsel at the conference,
14 which shall be recorded.

15 Under no circumstances shall a director of schools suspend a tenured teacher with pay. If reinstated, the tenured
16 teacher shall be paid full salary for the period of suspension, unless suspension without pay is deemed to be an
17 appropriate penalty.

18 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS**⁵

19 The Board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial hearing
20 officers, as defined under Tennessee law.

21 When charges are made against a tenured teacher, charging the teacher with offenses which may justify dismissal
22 or a suspension greater than three days, the charges shall be made in writing, specifically stating the offenses
23 which are charged and shall be signed by the party or parties making the charges.

24 If, in the opinion of the Board, the charges are of such nature as to warrant the release or a suspension greater than
25 three days of the teacher, the director of schools shall give the teacher a written notice of this decision, a copy of
26 the charges against the teacher, and a copy of a form provided by the Commissioner of Education advising the
27 teacher of his/her legal duties, rights and recourse.

28 A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after receipt
29 of notice give written notice to the director of schools of his/her request for a hearing.

30 The director of schools shall, within five (5) days after receipt of request, assign a hearing officer from the list
31 maintained by the Board.

1 The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the parties or
2 the attorneys for the parties, or both, to appear before the hearing officer for simplification of issues and the
3 scheduling of the hearing. That hearing shall be set no later than thirty (30) days following receipt of the initial
4 request for a hearing. In the discretion of the hearing officer, all or part of any prehearing conference may be
5 conducted by telephone if each participant has an opportunity to participate, be heard, and to address proof and
6 evidentiary concerns. The hearing officer is empowered to issue appropriate orders and to regulate the conduct of
7 the proceedings.

8 Either party may appeal to the Board of Education an adverse ruling by giving written notice of appeal within ten
9 (10) working days of the hearing officer's delivery of the hearing officer's written findings and conclusions. The
10 director of schools shall prepare a copy of the proceedings, including all transcripts and evidence, documentary
11 or otherwise, and transmit the same to the Board within twenty (20) days of the receipt of the notice of appeal.

12 The Board shall hear the appeal on the record, and no new evidence may be submitted by either party. The
13 appealing party may appear before the Board to argue why the adverse ruling should be over- turned. In no event
14 should such argument last more than fifteen (15) minutes, unless the Board should vote to extend additional time.
15 At the conclusion of the hearing, any member of the Board may vote to sustain the decision of the Hearing officer,
16 send the record back for additional evidence, revise the penalty or reverse the decision. The Board shall render
17 its decision within ten (10) working days after the conclusion of the hearing. In the event that the decision of the
18 Board is appealed to the Chancery court, the Board shall transmit the entire record prepared by the director and
19 reviewed by the Board to the Chancery court for its review.

20 RESIGNATION

21 A teacher shall give the director of schools notice of resignation at least thirty (30) days before the effective date
22 of the resignation. A teacher who fails to give such notice, in the absence of justifiable extenuating circumstances,
23 shall forfeit all tenure status. The Board may waive the thirty (30) days' notice requirement and permit a teacher
24 to resign in good standing.

25 The conditions under which it is permissible to break a contract with the Board are as follows:

- 26 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement
27 of a physician approved by the Board;
- 28 2. The release by the Board of the teacher from the contract which the teacher has entered into with the
29 Board.⁶

30 Any teacher on leave shall notify the director of schools in writing at least thirty (30) days prior to the date of
31 return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render
32 such notice may be considered a breach of contract.⁷

33 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the
34 Commissioner and request the suspension of a teacher's certificate. After the Commissioner has provided the
35 teacher an opportunity for defense during a hearing, the Commissioner may suspend the certificate for no less than
36 thirty (30) and no more than three hundred sixty-five (365) days.⁸

37 RETIREMENT

38 Retirement shall mean a termination of services under conditions which will allow the employee to draw benefits
39 from retirement plans and/or social security benefits. Employees eligible for retirement benefits may elect to retire
40 at any age according to the provisions of the retirement system.

- 1 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
2 responsibility of the retiring employee to provide verification of eligibility in writing from TCRS to the central
3 office. It shall be the responsibility of the retiring employee to file for benefits.
- 4 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss
5 of retirement benefits. Retired teachers may substitute teach for an additional ninety (90) days if the director of
6 schools certifies in writing to the Board that no other qualified personnel are available to substitute teach.⁹
- 7 The director of schools may employ teachers retired for at least one year for full-time employment as a
8 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost or
9 suspended under certain conditions, which include but are not limited to the following:¹⁰
- 10 1. The director of schools of the employing system must certify in writing that no other qualified individuals
11 are available to fill the position;
 - 12 2. The Commissioner of Education must certify that the employing school system serves an area that lacks
13 qualified teachers to serve in the position to be filled;
 - 14 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
 - 15 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or receive
16 medical insurance coverage; and
 - 17 5. The salary paid to the retired member shall not be less than the rate of compensation set by the Board
18 for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the
19 rate of compensation set by Board for teachers with comparable training and years of experience filling
20 similar positions.

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301 (b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511 through 513
5. TCA 49-5-512, 513
6. TCA 49-5-508
7. TCA 49-5-706
8. TCA 49-5-411
9. TCA 8-36-805
10. TCA 8-36-821

Collierville Schools Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date:
		Rescinds:	Issued:

1 **SUSPENSION PENDING AN INVESTIGATION**¹

2 The director of schools may suspend a teacher at any time that may seem necessary, pending
3 investigation or final disposition of a case before the board or an appeal. If the matter under investigation
4 is not the subject of an ongoing criminal investigation or a department of children's services
5 investigation, and if no charges for dismissal have been made, a suspension pending investigation shall
6 not exceed ninety (90) days in duration. Under no circumstances shall the director of schools suspend a
7 non-tenured teacher with pay. If vindicated or reinstated, the non-tenured teacher shall be paid full salary
8 for the period of suspension.

9 **SUSPENSION OF THREE DAYS OR LESS**²

10 A director of schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty,
11 unprofessional conduct and insubordination. Before an employee is suspended he/she shall be: (1)
12 provided with written notice, including the reasons for the suspension along with an explanation of the
13 evidence; (2) given an opportunity to respond to the director at a recorded conference, if requested within
14 five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may
15 be represented by counsel at the conference, which shall be recorded.

16 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS**

17 The director of schools may dismiss or suspend for more than three days any non-tenured teacher **during**
18 **the contract year** for incompetence, inefficiency, insubordination, improper conduct or neglect of duty
19 after giving the non-tenured teacher, in writing, due notice of the charges.

20 The director of schools shall give the non-tenured teacher an opportunity for a full and complete hearing
21 before an impartial hearing officer.²

22 The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will
23 hear the case and the employee shall have the right to:

- 24 1. be represented by counsel;
- 25 2. call and subpoena witnesses;
- 26 3. examine all witnesses; and
- 27 4. require that all testimony be given under oath.

28 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the
29 affected employee within ten (10) working days following the close of the hearing. The employee may
30 appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written
31 decision to the employee. Written notice of appeal to the Board shall be given to the director of schools.

1 Within twenty (20) days' of receipt of notice, the director shall prepare a copy of the proceedings,
2 transcript, documentary and other evidence presented and provide the Board a copy of the same.

3 The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may
4 appear in person or be represented by counsel and argue why the decision should be modified or reversed.
5 The Board shall take one of the following actions:

- 6 1. sustain the decision;
- 7 2. send the record back if additional evidence is necessary; or
- 8 3. revise the penalty or reverse the decision.

9 Before any decision to dismiss is made, a majority of the membership of the Board shall concur in
10 sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days
11 after the conclusion of the hearing.

12 The director of schools shall also have the right to appeal any adverse ruling by the Hearing Officer in
13 same manner as the non-tenured teacher.

14 Within twenty (20) days after receipt of notice of the decision of the Board, either party may appeal to
15 the chancery court in the county where the school system is located. The Board shall provide the entire
16 record of the hearing to the court.

17 **NONRENEWAL**

18 Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of
19 employment enjoyed by tenured teachers except that they have no claim upon continuing employment
20 or tenure protections.

21 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-
22 tenured teacher and providing assistance for overcoming these deficiencies.

23 The director of schools is under no obligation to re-employ non-tenured teachers at the end of their con-
24 tract period. If the director of schools determines not to renew the contract of a non-tenured teacher,¹
25 the following action shall be taken:

- 26 1. The Board shall be notified at the next regular board meeting; and
- 27 2. Written notice of non-renewal shall be hand delivered or sent to the employee by registered mail
28 so that it will be received by the employee prior to June 15.³

29 **RESIGNATION**

30 A teacher shall give the director of schools notice of resignation at least thirty (30) days before the
31 effective date of the resignation.⁴ The Board may waive the thirty (30) days-notice requirement and
32 permit a teacher to resign in good standing.

33 The conditions under which it is permissible to break a contract with the Board are as follows:

- 1 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
2 statement of a physician approved by the Board;
- 3 2. The release by the Board of the teacher from the contract which the teacher has entered into with
4 the Board.

5 Any teacher on leave shall notify the director of schools in writing at least thirty (30) days' prior to the
6 date of return if the teacher does not intend to return to the position from which he/she has taken leave.
7 Failure to render such notice may be considered a breach of contract.⁵

8 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
9 the Commissioner and request the suspension of a teacher's certificate. After the Commissioner has
10 provided the teacher an opportunity for defense during a hearing, the Commissioner may suspend the
11 certificate for no less than thirty (30) and no more than three hundred sixty-five (365) days.⁶

12 RETIREMENT

13 Retirement shall mean a termination of services under conditions which will allow the employee to draw
14 benefits from retirement plans and/or social security benefits.

15 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of
16 the retirement system. Central office personnel shall assist employees in securing retirement benefits;
17 however, it shall be the responsibility of the retiring employee to provide verification of eligibility in
18 writing from TCRS to the central office. It shall be the responsibility of the retiring employee to file for
19 benefits.

20 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year
21 without loss of retirement benefits. Retired teachers may substitute teach for an additional ninety (90)
22 days if the director of schools certifies in writing to the Board that no other qualified personnel are
23 available to substitute teach.⁷

24 The director of schools may employ teachers retired for at least one year for full-time employment as a
25 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost
26 or suspended under certain conditions, which include but are not limited to the following:⁸

- 27 1. The director of schools of the employing system must certify in writing that no other qualified
28 individuals are available to fill the position;
- 29 2. The Commissioner of Education must certify that the employing school system serves an area
30 that lacks qualified teachers to serve in the position to be filled;
- 31 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 32 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or
33 receive medical insurance coverage; and
- 34 5. The salary paid to the retired member shall not be less than the rate of compensation set by the
35 Board for teachers with no experience filling similar positions, nor more than eighty-five percent
36 (85%) of the rate of compensation set by Board for teachers with comparable training and years
37 of experience filling similar positions.

38 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*
39 *does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of*

- 1 *non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this policy.)*
2

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301 (b)(1)(GG), TCA 49-5-512(d)
3. TCA 49-5-409
4. TCA 49-5-508
5. TCA 49-5-706
6. TCA 49-5-411
7. TCA 8-36-805
8. TCA 8-36-821

Collierville Schools Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 05/13/14
		Rescinds:	Issued:

1 Attendance is a key factor in student achievement and therefore, students are expected to be present each
2 day school is in session.

3 The attendance supervisor shall oversee the entire attendance program which shall include:¹

- 4 1. All accounting and reporting procedures and their dissemination;
- 5 2. Alternative program options for students who severely fail to meet minimum attendance
6 requirements;
- 7 3. Ensuring that all school age children attend school;
- 8 4. Providing documentation of enrollment status upon request for students applying for new or
9 reinstatement of driver's permit or license; and
- 10 5. Notifying the Department of Safety whenever a student with a driver's permit or license
11 withdraws from school.²

12 Student attendance records shall be given the same level of confidentiality as other student records. Only
13 authorized school officials with legitimate educational purposes may have access to student information
14 without the consent of the student or parent/guardian.³

15 Absences shall be classified as either excused or unexcused as determined by the principal or his/her
16 designee. Excused absences shall include:

- 17 1. Personal illness;
- 18 2. Illness of immediate family member;
- 19 3. Death in the family;
- 20 4. Extreme weather conditions;
- 21 5. Religious observances;⁴ or
- 22 6. College visits;
- 23 7. Pregnancy;
- 24 8. School sponsored or school endorsed activities⁷
- 25 9. Summons, subpoena, or court order
- 26 10. Circumstances which in the judgment of the principal create emergencies over which the student
27 has no control.

28

29 The principal shall be responsible for ensuring that: ⁵

- 30 1. Attendance is checked and reported daily for each class;
- 31 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent for
32 the majority of the day;

- 1 3. All student absences are verified;
- 2 4. Written excuses are submitted for absences and tardiness;
- 3 5. System-wide procedures for accounting and reporting are followed.

4

5 **TRUANCY**

6 Truancy is defined as an absence for an entire school day, a major portion of the school day or the ma-
7 jor portion of any class, study hall or activity during the school day for which the student is scheduled.

8 Students who are absent five (5) days without adequate excuse shall be reported to the director of schools
9 who will, in turn, provide written notice to the parents/guardians of the student's absence.⁵ The director
10 of schools shall also comply with state law regarding the reporting of truant students to the proper
11 authorities.⁵ If a student is required to participate in a remedial instruction program outside of the regular
12 school day where there is no cost to the parent(s) and the school system provides transportation,
13 unexcused absences from these programs shall be reported in the same manner.⁶

14 Students participating in school-sponsored activities whether on- or off-campus shall not be counted
15 absent. In order to qualify as "school-sponsored," the activity must be school-planned, school-directed,
16 and teacher-supervised.⁷

17 **MILITARY SERVICE OF PARENT/GUARDIAN**

18 School principals shall provide students with a one-day excused absence prior to the deployment of and
19 a one-day excused absence upon the return of a parent or custodian serving active military service.
20 Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a
21 parent or guardian during a deployment cycle. The student shall provide documentation to the school as
22 proof of his/her parent's/guardian's deployment. Students shall be permitted to make up schoolwork
23 missed during the these absences.⁸

24 **CREDIT/PROMOTION DENIAL**

25 Credit/promotion denial determinations may include student attendance, however, student attendance
26 may not be the sole criterion.¹⁰ However, if attendance is a factor, prior to credit/promotion denial, the
27 following shall occur:

- 28 1. Parents and students shall be advised if a student is in danger of credit/promotion denial due to
29 excessive absenteeism.
- 30 2. Procedures in due process are available to the student when credit or promotion is denied.

31 **DRIVER'S LICENSE REVOCATION**²

32 More than ten (10) consecutive or fifteen (15) reported unexcused absences by a student during any
33 semester renders a student ineligible to retain a driver's permit or license, or to obtain such if of age.

- 1 In order to qualify for reclaiming a driver's permit or license, the student must make a passing grade in
- 2 at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent grading period.

Legal References

1. TRR/MS 0520-1-3-.08(1)(a); TCA 49-6-3006
2. TCA 49-6-3017
3. TCA 10-7-504; 20 U.S.C. § 1232g
4. TRR/MS 0520-1-3-.03(16); TCA 49-6-2904
5. TCA 49-6-3007
6. TCA 49-6-3021(c)
7. Attendance Accounting Procedural Manual, '11-'12 (0104), Minimum Standards and Guidelines, State Department of Education
8. TCA 49-6-3019
9. TRR/MS 0520-1-3-.06(1)(d)(2)
10. TCA 49-2-203(b)(7)

Cross References

- Extracurricular Activities 4.300
Reporting Student Progress 4.601
Promotion and Retention 4.603
Recognition of Religious Beliefs 4.803
Student Records 6.600

Collierville Schools Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Use of Personal Communication Devices and Electronic Devices	Descriptor Code: 6.312	Issued Date: 05/13/14
		Rescinds:	Issued:

- 1 Students may possess personal communication devices and personal electronic devices so long as such
2 devices are turned off and stored in backpacks, purses or personal carry-alls. Such devices include, but
3 are not limited to, wearable technology such as eye glasses, rings, or watches that have the capability to
4 record, live stream, or interact with wireless technology; cell phones; laptops; tablets; and mp3 players.
5 However, a teacher may grant permission for the use of these devices to assist with instruction in his/her
6 classroom, and teachers are encouraged to integrate the devices into their course work. The principal or
7 his/her designee may also grant a student permission to use such a device at his/her discretion.
- 8 Unauthorized use or improper storage of a device will result in confiscation until such time as it may
9 be released to the student's parents or guardian. A student in violation of this policy is subject to dis-
10 ciplinary action.

Collierville Schools Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Surveys of Students	Descriptor Code: 6.4001	Issued Date: 05/13/14
		Rescinds:	Issued:

1 Surveys, analyses, and evaluations for research purposes shall be allowed by the Board when the project
2 is viewed as contributory to a greater understanding of the teaching-learning process, the project does
3 not violate the goals of the Board, and the disruption of the regular school program is minimal. The
4 director of schools shall develop administrative procedures for approving requests for conducting
5 surveys, analyses, or evaluations by agencies, organizations or individuals. The requests shall outline
6 what is to be done, who is to be involved and how the results will be used and distributed.¹

7 Prior to the dissemination of a survey, analysis, or evaluation to students, parents/guardians shall be
8 notified of their ability to review the materials. Such notification shall include information indicating
9 the purpose of the survey, analysis, or evaluation as well as who will have access to the results.
10 Following such notification and prior to the administration of the survey, analysis, or evaluation,
11 parents/guardians may opt their child out of participation. The director of schools shall develop
12 procedures for granting such parental requests and to implement the other provisions of this policy.⁵

13 No student shall be required, as part of any program, to submit to a survey, analysis or evaluation that
14 reveals information concerning: ^{2,5}

- 15 1. political affiliations or beliefs of the student or the student's parent;
- 16 2. mental or psychological problems of the student or the student's family;
- 17 3. sexual behavior or attitudes;
- 18 4. illegal, anti-social, self-incriminating, or demeaning behavior;
- 19 5. critical appraisals of other individuals with whom respondents have close family relationships;
- 20 6. legally privileged relationships;
- 21 7. religious practices, affiliations or beliefs of the student or the student's parent; or
- 22 8. income

23 without the prior consent of the student (if the student is an adult or emancipated minor), or in the case
24 of an unemancipated minor, without the prior consent of the parent.⁵

25 **COLLECTING, DISCLOSING OR USING INFORMATION FOR MARKETING** ³

26 In general, the district will not collect, disclose or use personal student information for the purpose of
27 marketing or selling that information or otherwise providing that information to others for that purpose.

1 If any collected information is to be marketed or sold, parents will be directly notified at least annually
2 at the beginning of the school year of the specific or approximate dates when such information will be
3 collected. Parents, upon request, may inspect any instrument used to collect personal information for the
4 purpose of marketing or selling that information before the instrument is administered or distributed to
5 the student. All parents and students of appropriate age may decline to provide the information requested.

6 This portion of the policy does not apply to the collection, disclosure or use of personal information
7 collected from students for the exclusive purpose of developing, evaluating or providing educational
8 products or services for or to students or educational institutions to the extent allowed by law, such as
9 the following: ⁴

- 10 1. College or other postsecondary education recruitment or military recruitment.
- 11 2. Book clubs, magazines and programs providing access to low-cost literary products.
- 12 3. Tests and assessments used by elementary schools and secondary schools to provide
13 cognitive, evaluative, diagnostic, clinical, aptitude or achievement information about students (or
14 to generate other statistically useful data for the purpose of securing such tests and assessments)
15 and the subsequent analysis and public release of the aggregate data from such tests and
16 assessments.
- 17 4. The sale by students of products or services to raise funds for school-related or education
18 related activities.
- 19 5. Student recognition programs.

Legal References

1. TCA 49-2-211
2. 20 USCA § 1232h
3. No Child Left Behind, Part F § 1061 (1)(E) & (F) & (2)
4. No Child Left Behind, Part F § 1061 (4)(A)
5. TCA 49-2-211

Cross References

Testing Programs 4.700

Collierville Schools Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Student Records	Descriptor Code: 6.600	Issued Date: 05/13/14
		Rescinds:	Issued:

1 A cumulative record shall be kept for each student enrolled in school. The folder shall contain a health
2 record, attendance record, and scholarship record; shall be kept current; and shall accompany the
3 student through his/her school career.¹

4 The name used on the record of the student entering the school system must be the same as that shown
5 on the birth certificate, unless evidence is presented that such name has been legally changed. If the
6 parent does not have, or cannot obtain a birth certificate, then the name used on the records of such
7 student shall be as shown on documents which are acceptable as proof of date of birth.

8 The name used on the records of a student entering the system from another school must be the same
9 as that shown on records from the school previously attended unless evidence is presented that such
10 name has been legally changed as prescribed by law.

11 When a student transfers to another school within the system, the school shall send the original records
12 to the transfer school.

13 When a student transfers to a school outside the system and his/her records are requested, the school
14 shall keep the original records and send copies to the transfer school.

15 All records shall be remitted in accordance with the Family Education Rights and Privacy Act
16 (FERPA).

17 ACCESS TO STUDENT RECORDS

18 Student records shall be confidential. Authorized school officials shall have access to and permit
19 access to student education records for legitimate educational purposes.² A "legitimate educational
20 interest" is the official's need to know information in order to:

- 21 1. Perform required administrative tasks;
- 22 2. Perform a supervisory or instructional task directly related to the student's education;
- 23 3. Perform a service or benefit for the student or the student's family such as health care,
24 counseling, student job placement, or student financial aid.

25 Authorized school officials may release information from or permit access to a student's education
26 record without the parent(s) or eligible student's* prior written consent in the following instances:

27 To comply with a judicial order or lawfully issued subpoena. The school system will make a
28 reasonable effort to notify the student's parent(s) or the eligible student before making a disclosure;

- 1 1. If the disclosure is an item of directory information;
 - 2 2. To comply with the requirements of child abuse reports to the extent known by the school
3 officials including the name, address, and age of the child; the name and address of the person
4 responsible for the care of the child, and the facts requiring the report;³
 - 5 3. When certain federal and state officials need information in order to audit or enforce legal con-
6 ditions related to federally-supported education programs in the school system;
 - 7 4. When the school system has entered into a contract or written agreement for an organization to
8 conduct scientific research on the system's behalf to develop tests or improve instruction,
9 provided that the studies are conducted in a manner which will not permit the personal
10 identification of students and their parents by individuals other than representatives of the
11 organization and the information will be destroyed when no longer needed for the purpose for
12 which the study was conducted;
 - 13 5. To appropriate officials if the parent(s) claim the student as a dependent as defined by the
14 Internal Revenue Code;
 - 15 6. To accrediting organizations to carry out their accrediting functions;
 - 16 7. When a student seeks or intends to enroll in another school district or a post-secondary school.
17 Parent(s) of students or eligible students have a right to obtain copies of records transferred
18 under this provision;⁴
 - 19 8. To financial institutions or government agencies that provide or may provide financial aid to a
20 student in order to establish eligibility, to determine the amount of financial aid, to establish
21 conditions for the receipt of financial aid, and to enforce financial aid agreements.
 - 22 9. To make the needed disclosure in a health or safety emergency when warranted by the serious-
23 ness of the threat to the student or other persons, when the information is necessary and needed
24 to meet the emergency, when time is an important and limiting factor, and when the persons to
25 whom the information is to be disclosed are qualified and in a position to deal with the
26 emergency.
 - 27 10. To the Attorney General or his designee for official purposes related to the investigation or
28 prosecution of an act of domestic or international terrorism. An educational agency that, in
29 good faith, produces education records in accordance with an order issued under this Act shall
30 not be liable to any person for that production.⁵
 - 31 11. To any agency caseworker or other representative of a state or local child welfare agency or
32 tribal organization authorized to access the student's educational records when such agencies or
33 organizations are legally responsible for the care and protection of the student.⁶
- 34 Authorized school officials may release information from a student's education record if the student's
35 parent(s) or the eligible student gives written consent for the disclosure. The written consent must
36 include:

- 1 1. A specification of the records to be released;
- 2 2. The reasons for the disclosure;
- 3 3. The person, organization, or class of persons or organizations to whom the disclosure is to be
- 4 made;
- 5 4. The signature of the parent(s) or eligible student;
- 6 5. The date of the consent and, if appropriate, a date when the consent is to be terminated. The
- 7 student's parent(s) or the eligible student* may obtain a copy of any records disclosed under
- 8 this provision.

9 The school system will maintain an accurate record of all requests to disclose information from or to
10 permit access to a student's education records. The system will maintain an accurate record of infor-
11 mation it discloses and access it permits. The system will maintain this record as long as it maintains
12 the student's education record.

13 The record will include at least:

- 14 1. The name of the person or agency that makes the request;
- 15 2. The interest the person or agency has in the information;
- 16 3. The date the person or agency makes the request; and
- 17 4. Whether the request is granted and, if it is, the date access is permitted or the disclosure is
- 18 made.

19 * *The student becomes an "eligible student" when he/she reaches age 18 or enrolls in a post secondary*
20 *school, at which time all of the above rights become the student's right.*

Legal References

1. USCA 20-1232g; TCA 10-7-503; TCA 10-7-504
2. TCA 10-7-504(a)(4); 20 USC 1232g
3. TCA 37-1-403
4. TRR/MS 0520-1-3-.03(11)(e)
5. USA Patriot Act of 2001 § 507
6. Uninterrupted Scholars Act of 2013

Cross References

School Board Records 1.407
Promotion and Retention 4.603
Attendance 6.200
Child Custody/Parental Access 6.209
Disciplinary Hearing Authority 6.317
AIDS 6.404

School of the Year
Excellence in Architectural Design
Nomination/Entry Form

1. **Architectural Firm:** Renaissance Group, Inc.

Address: 9700 Village Circle, Suite 100, Lakeland, TN 38002

Phone: 901-332-5533

Name of firm's contact: Ruffin Flowers

Name of educational planner: P. Michael Simpson

Name of general contractor: Brad Webb

2. **School entry:**

Collierville Middle School Middle: 6th-8th
 Name of school Type and/or grade span

Collierville Schools August 2012
 School system Month/year occupied

3. **Category of entry:** *1. New School Construction* *2. Remodeling/Renovation*

_____ a. Elementary school _____
 _____ b. Middle/Jr. High _____
 _____ c. High school

Categories shall be defined as follows:

- a. New school construction shall mean 100% new constructions or major portion thereof.
- b. Elementary division shall contain any combination of grades K-8, but must have a least one grade in K-3.
- c. Middle school/Junior high division shall contain any combination of grades 5-9.
- d. High school division shall contain grades 9-12 or any combination thereof.
- e. Renovation and remodeling may contain additional spaces, rehabilitation, updating, recycling, restoring, energy-saving measures, new uses or repairing but a significant portion must involve major renovation or major remodeling.

4. The judges shall give prime consideration to the architectural solution of the stated Educational Program Requirements/Specifications for all entries according to the following criteria:
 - a. Cost Efficiency
 - b. Functional adequacy to include size, shape and treatment of spaces as well as special relationships
 - c. Aesthetics
 - d. Grouping of instructional areas/space relationships
 - e. Energy conscious design
 - f. Flexibility-expandability
 - g. Community use
 - h. Environment treatment, such as lighting, thermal and acoustical
 - i. Safety
 - j. Size and development of site
 - k. Adaption of building to site and surrounding community
 - l. Presentation of materials

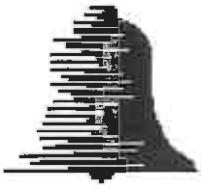
5. All entries must submit by email the following items:
 - a. Education Program Requirements/Specifications-a simple and straightforward description of the essential elements of the educational program the plant is designed to serve;
 - b. As-built plans: complete site plan, floor plan or plans and one or more cross sections sufficient to explain solution;
 - c. Video or Powerpoint with photos of:
 1. Building interior and exterior for new school construction and interior and exterior before and after photos for remodeled or renovated building.
 2. Photos of principal elevations of building.
 - d. Data sheet containing the following:
 1. Type of school and grades housed
 2. Size of site
 3. Capacity of building (students)
 4. Gross area of building
 5. Sq. ft. per student
 6. Type of construction, materials and mechanical systems
 7. Total cost of construction, to include building cost, site preparation and development (including landscaping), fixed furniture and equipment and food service equipment
 8. Cost per square foot, to include building cost, site preparation and development (including landscaping), fixed furniture and equipment and food service equipment
 9. Cost of landscaping
 10. Cost of treatment plant (if applicable)
 11. Age of building (for remodeled or renovated)
 12. Special or unusual site problems
 13. Any energy and environmental program requirement, such as LEED (Leadership in Energy and Environmental Design) certification

6. Entry Fee: \$200 per entry. Business Affiliates - \$175 per entry.

Enclosed is our check for \$ _____ covering the entry fee for _____ entry(ies).

7. Approval: _____
 Board Chairman signature Date board approved

**Nomination/Entry form, required information and 8 X 10 photo of school
 must be emailed by September 30
 to Lindsay Campbell at lcampbell@tsba.net.**



Tennessee School Boards Association

Descriptor Term:

**School of the Year Award for
Excellence in Architectural Design**

Descriptor Code:

6040

Revised:

02/20/13

Rescinds:

6040

Previous Issued/
Revised Date:

11/13/11

1. Nominations shall be made by the school's architect(s) through the Board of Education, which shall be a member of TSBA.
2. Nominations shall be limited to those buildings which are first occupied before November 1 of the current year and after November 1 three (3) years prior to November 1 of the current year.
3. Nominations shall be made on the official entry form provided by TSBA.
4. Completed nomination/entry forms shall be accompanied by an entry fee which shall be determined annually by the Executive Director. (Architectural firms having membership in the TSBA Business Affiliate Program shall receive a ten percent (10%) entry fee discount.)
5. Completed nomination/entry forms along with required information, shall be submitted at least forty-five (45) days prior to the TSBA Annual Convention.
6. The president of TSBA shall appoint a panel of judges to consider nominations and to make the final selection for each category of the award. The panel of judges shall consist of three (3) to five (5) persons.
7. The judges shall not be compelled to grant an award in each category annually.
8. School of the Year Awards shall be granted in four (4) categories:
 - NEW SCHOOL CONSTRUCTION** (3 categories)
 - a. Elementary division
 - b. Middle School/Junior High division
 - c. High School division
 - RENOVATION AND REMODELING** (1 category)
9. Plaques shall be awarded to the following winners in each category and presented at the TSBA Annual Convention:
 - a. Architect
 - b. School Board

**Collerville Schools
Architect and Engineering Firms
Evaluations June 25 & 27, 2014**

Firm Name	Fleming	ANF	Jammu	Archimania	RGI	MNB	B & G	A2H	BWSC	Pruett	Buchart	TLM	ETCF
K Vaughn/M Simpson													
Question No. 1	KV/MS 9/8	KV/MS 7/8	KV/MS 7/7	KV/MS 7/7	KV/MS 9/9	KV/MS 8/8	KV/MS 9/9	KV/MS 6/7	KV/MS 8/8	KV/MS 6/7	KV/MS 8/7	KV/MS 6/7	KV/MS 7/7
Question No. 2	9/8	8/7	9/9	9/8	9/9	9/10	9/9	7/8	9/9	4/6	7/7	7/7	8/8
Question No. 3	10/10	8/8	7/8	7/7	10/10	10/9	8/10	8/7	10/10	5/6	8/6	8/8	8/8
Question No. 4	9/9	7/7	7/8	8/7	9/9	9/9	8/9	8/8	9/10	4/8	8/7	7/7	9/7
Question No. 5	9/9	8/7	5/5	8/8	10/10	9/9	9/8	6/7	8/9	6/7	8/7	7/8	8/7
Question No. 6	9/10	7/7	6/5	7/7	10/9	8/9	9/8	6/8	7/9	2/6	9/6	6/7	8/8
Question No. 7	9/10	8/8	8/9	9/8	9/10	9/9	8/9	9/8	9/8	6/8	8/7	8/8	9/8
Total Score	64/64	53/52	49/51	55/52	66/66	62/63	60/62	50/53	60/63	33/48	56/47	49/52	57/53

Top Scores: Renaissance Group
 Fleming
 McGhee, Nicholson, Burke
 Barge, Waygoner, Surther, Cannon
 Bounds and Gillespie

Collierville Schools Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: <h2 style="text-align: center;">Workers' Compensation</h2>	Descriptor Code: <h3 style="text-align: center;">3.602</h3>	Issued Date:
		Rescinds:	Issued:

- 1 The Board shall maintain adequate workers' compensation coverage according to state laws. A printed
- 2 notice shall be posted and maintained in a conspicuous place on the business premises regarding
- 3 workers' compensation as prescribed by the commissioner of labor and workforce development.¹

Legal References

1. TCA 50-6-407
2. TCA 50-6-204(4)(A)(B)

Cross References

- Risk Management 3.204
 Sick Leave 5.302
 Physical Assault Leave 5.307

Collierville Schools Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: On The Job Injuries	Descriptor Code: 3.603	Issued Date: 05/27/14
		Rescinds:	Issued:

1 The following benefits will be provided for any regular permanent employee including interim
2 teachers under contract, but excluding substitute employees, who are disabled as the direct result of an
3 accident which is suffered in the course of the employee's performing the duties of his/her
4 employment with the Board and is not the result of the employee's negligence.

5 During the first two (2) months of disability, the employee shall receive 100% of his/her normal pay.
6 After the second month of disability, the employee shall receive 50% of his/her normal pay for the
7 remaining period of disability up to one (1) year.

8 Disability as used herein shall mean the total inability of the employee to carry out his/her duties.
9 Proof of such disability may be required as deemed proper, including a medical examination by a
10 physician who may be selected by the Board in which event the expense of such examination shall be
11 borne by the Board.

12 The Board will pay for necessary and reasonable medical expenses for on-the-job injury sustained by
13 an employee while performing his/her duties, provided such injury has resulted from causes other than
14 personal or professional negligence. Total payments by the Board for said medical expenses incurred
15 following date of injury shall not exceed ten (\$10,000.00) thousand dollars and no medical expense
16 shall be paid for any on-the-job injury in excess of one (1) year. The benefits provided above shall be
17 coordinated the Board's Hospitalization Insurance Plan, or any other personal insurance plan or group
18 insurance plan if and when the employee has such coverage. In case of such injury, the Board reserves
19 the right to have the employee examined by a physician designated by the Board at such time or times
20 as it may determine in its discretion to assist in ascertaining the nature and extent of disability
21 attributed to the injury.

22 In order to qualify for any benefits described above, an employee must give notice of the accident to
23 his immediate supervisor on the day the accident occurs unless the employee is prevented by disability
24 from the accident from giving such notice.

25 Provisions will be made for teachers injured in the course of employment by a violent criminal act as
26 prescribed by law.

27 T.C.A. § 49-5-714

COLLIERVILLE SCHOOLS BOARD OF EDUCATION

RESOLUTION 2014- 03

A RESOLUTION TO AMEND THE 2014-2015 FISCAL YEAR ANNUAL GENERAL FUND BUDGET OF THE COLLIERVILLE SCHOOLS, A MUNICIPAL SCHOOL DISTRICT IN THE STATE OF TENNESSEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tennessee Legislature passed Public Chapter No. 256 of the 2013 Public Acts to amend Title 49 relative to local educational agencies, including Tenn. Code Ann. § 49-2-127(b), which authorizes the governing body of a municipality to establish, by ordinance, a municipal board of education and compliance with Tenn. Code Ann. § 49-2-201; and

WHEREAS, the Collierville Schools were lawfully established by local ordinance pursuant to Tenn. Code Ann. § 49-2-106 and in compliance with Tenn. Code Ann. § 49-2-201; and

WHEREAS, The Collierville Schools Board of Education is an entity authorized pursuant to the laws of the state of Tennessee to operate a public school district within Shelby County, Tennessee; and

WHEREAS, the Collierville Schools intend to commence instruction beginning with the 2014-2015 school year and continuing each year thereafter; and

WHEREAS, Tenn. Code Ann. § 49-2-203(a) (10) (A)(i) requires the Board Of Education of the Collierville Schools to direct the Superintendent and the chair of the local board to prepare a budget on forms furnished by the commissioner, and when the budget has been approved by the Collierville Schools Board of Education to then submit that budget to the Collierville Board of Mayor and Aldermen for their approval; and

WHEREAS, the Superintendent and the Board of Education have found that it is prudent at the present time to purchase workers compensation insurance rather than to self-insure on the job injuries for its employees, thus requiring an amendment to its General Fund Budget; and

WHEREAS, this amendment to the General Fund Budget does not change the total amount of the General Fund Budget, but only requires the transfer of funds from one portion of the budget to another.

NOW, THEREFORE, be it resolved by the Collierville Schools Board of Education:

Section 1. That the annual General Fund Budget or the 2014-2015 school year for the Collierville Schools as presented in official budget documents is hereby amended by reference in the following amounts within the following funds:

General Fund Budget: \$61,838,825.00.

Funds are amended in the following categories:

SUPPORT: REGULAR INSTRUCTION:

“SR10500 Supervisor/ Director” is amended from \$379,536 to \$291,130 (\$88,406)

“SR20100 Social Security” is amended from \$69,048 to \$63,567 (\$5,481)

“SR20400 State Retirement (Cert)” is amended from \$90,449 to \$82,457 (\$7,992)

“SR21200 Medicare” is amended from \$16,148 to \$14,866 (\$1,282)

TOTAL REDUCTIONS to REGULAR INSTRUCTION: (\$103,161)

Funds are amended in the following categories:

BOARD OF EDUCATION SERVICES:

“SB51300 Workers Comp (OJI)” is amended from \$51,730 to \$168,543 \$116,813

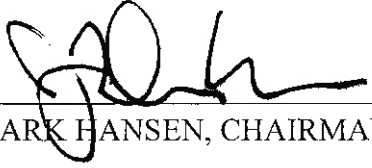
“SB59900 Other Charges” is amended from \$573,906 to \$560,254 (\$13,652)

TOTAL INCREASE in EDUCATION SERVICES \$103,161

Section 2. That the budget documents required by law will be amended and submitted for approval to the Town of Collierville Board and Mayor of Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective July 7, 2014 from and after its adoption by the Collierville Schools Board of Education.

Adopted this 7th day of July, 2014.



MARK HANSEN, CHAIRMAN



JOHN ATKEN, SUPERINTENDENT



APPROVED AS TO FORM:

MICHAEL MARSHALL, BOARD ATTORNEY



BARTLETT
CITY SCHOOLS



COLLIERVILLE
SCHOOLS
SCHOLARSHIP • INTEGRITY • SERVICE



GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Excellence Awaits



LAKELAND
SCHOOL SYSTEM



July 9, 2014

Mr. Richard E. Pigg, Jr.
Bimbo Bakeries USA
3043 Fleetbrook Drive
Memphis, Tennessee 38116

Dear Mr. Pigg:

The Collierville Schools Board of Education will contract with Bimbo Bakeries USA to provide Bread Products in the amount of \$101,295.60 for Bread Bid Items #1, #2, #4, and #6 to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools as per Bid #FY150011 as well as described in any electronic communications and/or written communications between Bimbo Bakeries USA and Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools prior to the contract period. Such contract shall be for an initial period of one (1) year beginning July 1, 2014 through June 30, 2015. The Collierville Schools Board of Education reserves the right to extend this agreement annually for up to two (2) additional consecutive one (1) year periods.

Bimbo Bakeries USA must supply Purchasing Shared Services with satisfactory proof of insurance coverage as stated in the General Terms and Conditions of Bid #FY150011. In addition Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools shall be conspicuously named on the Certificate of Insurance as an additional insured on General Liability, Automobile Liability, and Excess Policies.

In order to finalize this notice, Bimbo Bakeries USA must sign in the appropriate space below and return along with the Certificate of Insurance to Joseph C. Anderson, Director, Purchasing Shared Services, Bartlett City Schools, 5650 Woodlawn, Bartlett, Tennessee 38134, no later than Wednesday, July 16, 2014.

Please contact Marsha Landstreet, School Nutrition Supervisor, Shared Services, to schedule billing and payment arrangements. Ms. Landstreet may be reached at 901.861.7000.

Collierville Schools

John Aitken
Superintendent

Date

7-9-14

Bimbo Bakeries USA

Contractor

Date

cc: Marsha Landstreet
Cassandra Dobbs



June 30, 2014

Mr. Richard E. Pigg, Jr.
Bimbo Bakeries USA
3043 Fleetbrook Drive
Memphis, Tennessee 38116

Dear Mr. Pigg:

This letter is to inform you that Bimbo Bakeries USA has been selected as the successful bidder to provide Bread Products in the amount of \$101,295.60 for Bread Bid Items #1, #2, #4, and #6 to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools as per Bid #FY150011 dated June 3, 2014. The Collierville Schools Board of Education intends to contract with Bimbo Bakeries USA to provide Bread Bid Items #1, #2, #4, and #6 as described in Bid #FY150011 as well as described in any electronic communications and/or written communications between Bimbo Bakeries USA and Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools prior to the contract period. Such contract shall be for an initial period of one (1) year beginning July 1, 2014 through June 30, 2015. The Collierville Schools Board of Education reserves the right to extend this agreement annually for up to two (2) additional consecutive one (1) year periods.

Please be advised that this notice is contingent upon final agreement between all parties. This notice is not an acceptance of any offer and Bimbo Bakeries USA acquires no rights unless and until a contract is fully executed by and between Bimbo Bakeries USA and appropriate Collierville Schools Board of Education Employees.

It is understood that Bimbo Bakeries USA takes no exceptions to and shall comply with any and all conditions and/or specifications described in Bid #FY150011. It is further understood that Bimbo Bakeries USA agrees that completion of this notice and any required contract constitutes all requirements for providing Bread Bid Items #1, #2, #4, and #6 to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools.

If approved Bimbo Bakeries USA must supply Purchasing Shared Services with satisfactory proof of insurance coverage as stated in the General Terms and Conditions of Bid #FY150011. In addition Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools shall be conspicuously named on the Certificate of Insurance as an additional insured on General Liability, Automobile Liability, and Excess Policies.

Delivery schedules should be submitted for prior approval and shall remain constant from delivery to delivery. Contact Cassandra Dobbs, cdobbs@colliervilleschools.org, to arrange delivery schedules.

In order to finalize this notice, Bimbo Bakeries USA must sign in the appropriate space below and return along with the Certificate of Insurance to Joseph C. Anderson, Director, Purchasing Shared Services, Bartlett City Schools, 5650 Woodlawn, Bartlett, Tennessee 38134, no later than Tuesday, July 8, 2014.

Please contact Marsha Landstreet, School Nutrition Supervisor, Shared Services, to schedule billing and payment arrangements. Ms. Landstreet may be reached at 901.861.7000.

INTENT TO AWARD NOTICE

The Collierville Schools Board of Education and Bimbo Bakeries USA agree to the General Terms and Conditions and Special Bid Conditions contained in Bid #FY150011 and Bimbo Bakeries USA's response to the same, as well as any electronic communications and/or written communication between Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools and Bimbo Bakeries USA prior to the contract period.

Director Purchasing Shared Services

Bimbo Bakeries USA

Joseph C. Anderson

Contractor

Date

Date

cc: Mr. John Aitken, Superintendent, Collierville Schools
Ms. Marsha Landstreet, School Nutrition Supervisor, Shared Services

DRAFT



BARTLETT
CITY SCHOOLS



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GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Excellence Always



LAKELAND
SCHOOL SYSTEM



July 9, 2014

Mr. Raymon Randolph
McCartney Produce
211 Fentress Street
Paris, Tennessee 38242

Dear Mr. Randolph:

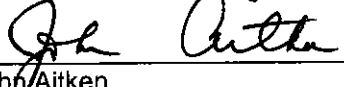
The Collierville Schools Board of Education will contract with McCartney Produce to provide Produce in the amount of \$17,344.33 to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools as described in Bid #FY150012 as well as described in any electronic communications and/or written communications between McCartney Produce and Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools prior to the contract period. Contract period shall begin July 21, 2014 and run through August 31, 2014.

McCartney Produce must supply Purchasing Shared Services with satisfactory proof of insurance coverage as stated in the General Terms and Conditions of Bid #FY150012. In addition Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools shall be conspicuously named on the Certificate of Insurance as an additional insured on General Liability, Automobile Liability, and Excess Policies.

In order to finalize this notice, McCartney Produce must sign in the appropriate space below and return along with the Certificate of Insurance to Joseph C. Anderson, Director, Purchasing Shared Services, Bartlett City Schools, 5650 Woodlawn, Bartlett, Tennessee 38134, no later than Wednesday, July 16, 2014.

Please contact Marsha Landstreet, School Nutrition Supervisor, Shared Services, to schedule billing and payment arrangements. Ms. Landstreet may be reached at 901.861.7000.

Collierville Schools



John Aitken
Superintendent

7-9-14

Date

McCartney Produce

Contractor

Date

cc: Marsha Landstreet
Cassandra Dobbs



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SCHOOLS**
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**GERMANTOWN
MUNICIPAL SCHOOL DISTRICT**
Pursuing Excellence



**LAKELAND
SCHOOL SYSTEM**



June 26, 2014

Mr. Raymon Randolph
McCartney Produce
211 Fentress Street
Paris, Tennessee 38242

Dear Mr. Randolph:

This letter is to inform you that McCartney Produce has been selected as the successful bidder to provide Produce in the amount of \$17,344.33 to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools as per Bid #FY150012 dated June 6, 2014. The Collierville Schools Board of Education intends to contract with McCartney Produce to provide produce as described in Bid #FY150012 as well as described in any electronic communications and/or written communications between McCartney Produce and Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools prior to the contract period. Contract period shall begin July 21, 2014 and run through August 31, 2014.

Please be advised that this notice is contingent upon final agreement between all parties. This notice is not an acceptance of any offer and McCartney Produce acquires no rights unless and until a contract is fully executed by and between McCartney Produce and appropriate Collierville Schools Board of Education Employees.

It is understood that McCartney Produce takes no exceptions to and shall comply with any and all conditions and/or specifications described in Bid #FY150012. It is further understood that McCartney Produce agrees that completion of this notice and any required contract constitutes all requirements for providing produce to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools

If approved McCartney Produce must supply Purchasing Shared Services with satisfactory proof of insurance coverage as stated in the General Terms and Conditions of Bid #FY150012. In addition Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools shall be conspicuously named on the Certificate of Insurance as an additional insured on General Liability, Automobile Liability, and Excess Policies.

Delivery schedules should be submitted for prior approval and shall remain constant from delivery to delivery. Contact Cassandra Dobbs, cdobbs@colliervilleschools.org, to arrange delivery schedules.

In order to finalize this notice, McCartney Produce must sign in the appropriate space below and return along with the Certificate of Insurance to Joseph C. Anderson, Director, Purchasing Shared Services, Bartlett City Schools, 5650 Woodlawn, Bartlett, Tennessee 38134, no later than Thursday, July 3, 2014.

Please contact Marsha Landstreet, School Nutrition Supervisor, Shared Services, to schedule billing and payment arrangements. Ms. Landstreet may be reached at 901.861.7000.

INTENT TO AWARD NOTICE

The Collierville Schools Board of Education and McCartney Produce agree to the General Terms and Conditions and Special Bid Conditions contained in Bid #FY150012 and McCartney Produce's response to the same, as well as any electronic communications and/or written communication between Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools and McCartney Produce prior to the contract period.

Director Purchasing Shared Services

McCartney Produce

Joseph C. Anderson

Contractor

Date

Date

cc: Mr. John Aitken, Superintendent, Collierville Schools
Ms. Marsha Landstreet, School Nutrition Supervisor, Shared Services

DRAFT



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Excellence Awaits



LAKELAND
SCHOOL SYSTEM



July 21, 2014

Mr. Steven Brown
Sysco Memphis, LLC
4359 B.F. Goodrich Boulevard
Memphis, Tennessee 38118

Dear Mr. Brown:

The Collierville Schools Board of Education will contract with Sysco Memphis, LLC to provide Items #34, 53, 54, and 61 in the amount of \$5,383.20 to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools as described in Food Services Supplies Bid #FY150006 as well as described in any electronic communications and/or written communications between Sysco Memphis, LLC and Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools prior to the contract period. Such contract shall be for an initial period of one (1) year beginning July 1, 2014 through June 30, 2015. The Collierville Schools Board of Education reserves the right to extend this agreement annually for up to four (4) additional consecutive one (1) year periods. Quantities may vary with each school district.

In order to finalize this award, Sysco Memphis, LLC must sign in the appropriate space below and return to Joseph C. Anderson, Director, Purchasing Shared Services, Bartlett City Schools, 5650 Woodlawn, Bartlett, Tennessee 38134, no later than Friday, July 25, 2014.

Please contact Marsha Landstreet, School Nutrition Supervisor, Shared Services, to schedule billing and payment arrangements. Ms. Landstreet may be reached at 901.861.7000.

Collierville Schools

John Aitken
Superintendent

7-22-14

Date

Sysco Memphis, LLC

Contractor

Date

cc: Marsha Landstreet
Cassandra Dobbs
Jimmy Fox



July 15, 2014

Mr. Steven Brown
Sysco Memphis, LLC
4359 B.F. Goodrich Boulevard
Memphis, Tennessee 38118

Dear Mr. Brown:

The Collierville Schools Board of Education will contract with Sysco Memphis, LLC to provide Items #2, 3, 4, 5, 6, 7, 8 (Solo Brand), 9 (Solo Brand), 10, 11, 13, 14, 15, 16, 17, 18, 19, 30, 31, 32, 33, 35, 36, 41, 43, 46, 49, 51, 52, and 56 in the amount of \$101,053.14 to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools as described in Food Services Supplies Bid #FY150006 as well as described in any electronic communications and/or written communications between Sysco Memphis, LLC and Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools prior to the contract period. Such contract shall be for an initial period of one (1) year beginning July 1, 2014 through June 30, 2015. The Collierville Schools Board of Education reserves the right to extend this agreement annually for up to four (4) additional consecutive one (1) year periods. Quantities may vary with each school district.

In order to finalize this award, Sysco Memphis, LLC must sign in the appropriate space below and return to Joseph C. Anderson, Director, Purchasing Shared Services, Bartlett City Schools, 5650 Woodlawn, Bartlett, Tennessee 38134, no later than Wednesday, July 23, 2014.

Please contact Marsha Landstreet, School Nutrition Supervisor, Shared Services, to schedule billing and payment arrangements. Ms. Landstreet may be reached at 901.861.7000.

Collierville Schools

John Aiken
Superintendent

Date

7-15-14

Sysco Memphis, LLC

Contractor

Date

cc: Marsha Landstreet
Cassandra Dobbs
Jimmy Fox



BARTLETT
CITY SCHOOLS



COLLIERVILLE
SCHOOLS
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GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Face it, we're Always



LAKELAND
SCHOOL SYSTEM



July 9, 2014

Steven A. Brown
Sysco Memphis, LLC
4359 B.F. Goodrich Boulevard
Memphis, Tennessee 38118

Dear Mr. Brown:

The Collierville Schools Board of Education will contract with Sysco Memphis, LLC to provide Dry and Frozen Food Products in the amount of \$1,929,097.14 to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools as described in Bid #FY150007 and Addendum #1 as well as described in any electronic communications and/or written communications between Sysco Memphis, LLC and Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools prior to the contract period. Such contract shall be for an initial period of one (1) year beginning July 1, 2014 through June 30, 2015. The Collierville Schools Board of Education reserves the right to extend this agreement annually for up to two (2) additional consecutive one (1) year periods. If the contract extends beyond the end of the current funding year, it shall be understood that purchases in future funding years are conditional on the receipt of federal and/or state funds.

Sysco Memphis, LLC must supply Purchasing Shared Services with satisfactory proof of insurance coverage as stated in the Terms and Conditions of Bid #FY150007. In addition Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools shall be conspicuously named on the Certificate of Insurance as an additional insured on General Liability, Automobile Liability, and Excess Policies.

In order to finalize this award, Sysco Memphis, LLC must sign in the appropriate space below and return along with the Certificate of Insurance to Joseph C. Anderson, Director, Purchasing Shared Services, Bartlett City Schools, 5650 Woodlawn, Bartlett, Tennessee 38134, no later than Wednesday, July 16, 2014.

Please contact Marsha Landstreet, School Nutrition Supervisor, Shared Services, to schedule billing and payment arrangements. Ms. Landstreet may be reached at 901.861.7000.

Collierville Schools

John Aitken
Superintendent

Date

7-9-14

Sysco Memphis, LLC

Contractor

Date

cc: Marsha Landstreet
Cassandra Dobbs



BARTLETT
CITY SCHOOLS



COLLIERVILLE
SCHOOLS
SCHOLARSHIP · INTEGRITY · SERVICE



GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
EXCELLENCE · AMOR



LAKELAND
SCHOOL SYSTEM



June 26, 2014

Mr. Steven A. Brown
Sysco Memphis, LLC
4359 B.F. Goodrich Boulevard
Memphis, Tennessee 38118

Dear Mr. Brown:

This letter is to inform you that Sysco Memphis, LLC has been selected as the successful bidder to provide Frozen Food Products in the amount of \$1,119,861.00 to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools as per Bid #FY150007 dated May 19, 2014 and Addendum #1 dated June 5, 2014. The Collierville Schools Board of Education intends to contract with Sysco Memphis, LLC to provide frozen food products as described in Bid #FY150007 and Addendum #1 as well as described in any electronic communications and/or written communications between Sysco Memphis, LLC and Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools prior to the contract period. Such contract shall be for an initial period of one (1) year beginning July 1, 2014 through June 30, 2015. The Collierville Schools Board of Education reserves the right to extend this agreement annually for up to two (2) additional consecutive one (1) year periods. If the contract extends beyond the end of the current funding year, it shall be understood that purchases in future funding years are conditional on the receipt of federal and/or state funds.

Please be advised that this notice is contingent upon final agreement between all parties. This notice is not an acceptance of any offer and Sysco Memphis, LLC acquires no rights unless and until a contract is fully executed by and between Sysco Memphis, LLC and appropriate Collierville Schools Board of Education Employees.

It is understood that Sysco Memphis, LLC takes no exceptions to and shall comply with any and all conditions and/or specifications described in Bid #FY150007 and Addendum #1. It is further understood that Sysco Memphis, LLC agrees that completion of this notice and any required contract constitutes all requirements for providing frozen food products to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools.

If approved Sysco Memphis, LLC must supply Purchasing Shared Services with satisfactory proof of insurance coverage as stated in the Terms and Conditions of Bid #FY150007. In addition Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools shall be conspicuously named on the Certificate of Insurance as an additional insured on General Liability, Automobile Liability, and Excess Policies.

If approved regular deliveries to all schools are scheduled to begin approximately July 21, 2014. Delivery schedules should be submitted for prior approval and shall remain constant from delivery to delivery. Contact Cassandra Dobbs, cdobbs@colliervilleschools.org, to arrange delivery schedules.

In order to finalize this notice, Sysco Memphis, LLC must sign in the appropriate space below and return along with the Certificate of Insurance to Joseph C. Anderson, Director, Purchasing Shared Services, Bartlett City Schools, 5650 Woodlawn, Bartlett, Tennessee 38134, no later than Thursday, July 3, 2014.

Please contact Marsha Landstreet, School Nutrition Supervisor, Shared Services, to schedule billing and payment arrangements. Ms. Landstreet may be reached at 901.861.7000.

INTENT TO AWARD NOTICE

The Collierville Schools Board of Education and Sysco Memphis, LLC agree to the General Terms and Conditions and Special Bid Conditions contained in Bid #FY150007 and Addendum #1 and Sysco Memphis, LLC's response to the same, as well as any electronic communications and/or written communication between Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools and Sysco Memphis, LLC prior to the contract period.

Director Purchasing Shared Services

Sysco Memphis, LLC

Joseph C. Anderson

Contractor

Date

Date

cc: Mr. John Aitken, Superintendent, Collierville Schools
Ms. Marsha Landstreet, School Nutrition Supervisor, Shared Services



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CITY SCHOOLS



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GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Excellence Matters



LAKELAND
SCHOOL SYSTEM



July 9, 2014

Mr. Jay Dee Clifton
Turner Holdings, LLC dba Prairie Farms
2040 Madison Avenue
Memphis, Tennessee 38104

Dear Mr. Clifton:

The Collierville Schools Board of Education will contract with Turner Holdings, LLC dba Prairie Farms to provide Ice Cream Novelty Products in the amount of \$142,393.00 to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools as described in Bid #FY150010 as well as described in any electronic communications and/or written communications between Turner Holdings, LLC dba Prairie Farms and Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools prior to the contract period. Such contract shall be for an initial period of one (1) year beginning July 1, 2014 through June 30, 2015. The Collierville Schools Board of Education reserves the right to extend this agreement annually for up to two (2) additional consecutive one (1) year periods.

Turner Holdings, LLC dba Prairie Farms must supply Purchasing Shared Services with satisfactory proof of insurance coverage as stated in the General Terms and Conditions of Bid #FY150010. In addition Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools shall be conspicuously named on the Certificate of Insurance as an additional insured on General Liability, Automobile Liability, and Excess Policies.

In order to finalize this notice, Turner Holdings, LLC dba Prairie Farms must sign in the appropriate space below and return along with the Certificate of Insurance to Joseph C. Anderson, Director, Purchasing Shared Services, Bartlett City Schools, 5650 Woodlawn, Bartlett, Tennessee 38134, no later than Wednesday, July 16, 2014.

Please contact Marsha Landstreet, School Nutrition Supervisor, Shared Services, to schedule billing and payment arrangements. Ms. Landstreet may be reached at 901.861.7000.

Collierville Schools

John Aitken
Superintendent

Date

7-9-14

Turner Holdings, LLC dba Prairie Farms

Contractor

Date

cc: Marsha Landstreet
Cassandra Dobbs



June 26, 2014

Mr. Jay Dee Clifton
Turner Holdings, LLC dba Prairie Farms
2040 Madison Avenue
Memphis, Tennessee 38104

Dear Mr. Clifton:

This letter is to inform you that Turner Holdings, LLC dba Prairie Farms has been selected as the successful bidder to provide Ice Cream Novelty Products in the amount of \$142,393.00 to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools as per Bid #FY150010 dated June 3, 2014. The Collierville Schools Board of Education intends to contract with Turner Holdings, LLC dba Prairie Farms to provide ice cream novelty products as described in Bid #FY150010 as well as described in any electronic communications and/or written communications between Turner Holdings, LLC dba Prairie Farms and Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools prior to the contract period. Such contract shall be for an initial period of one (1) year beginning July 1, 2014 through June 30, 2015. The Collierville Schools Board of Education reserves the right to extend this agreement annually for up to two (2) additional consecutive one (1) year periods.

Please be advised that this notice is contingent upon final agreement between all parties. This notice is not an acceptance of any offer and Turner Holdings, LLC dba Prairie Farms acquires no rights unless and until a contract is fully executed by and between Turner Holdings, LLC dba Prairie Farms and appropriate Collierville Schools Board of Education Employees

It is understood that Turner Holdings, LLC dba Prairie Farms takes no exceptions to and shall comply with any and all conditions and/or specifications described in Bid #FY150010. It is further understood that Turner Holdings, LLC dba Prairie Farms agrees that completion of this notice and any required contract constitutes all requirements for providing ice cream novelty products to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools.

If approved Turner Holdings, LLC dba Prairie Farms must supply Purchasing Shared Services with satisfactory proof of insurance coverage as stated in the General Terms and Conditions of Bid #FY150010. In addition Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools shall be conspicuously named on the Certificate of Insurance as an additional insured on General Liability, Automobile Liability, and Excess Policies.

Delivery schedules should be submitted for prior approval and shall remain constant from delivery to delivery. Contact Cassandra Dobbs, cdobbs@colliervilleschools.org, to arrange delivery schedules.

In order to finalize this notice, Turner Holdings, LLC dba Prairie Farms must sign in the appropriate space below and return along with the Certificate of Insurance to Joseph C. Anderson, Director, Purchasing Shared Services, Bartlett City Schools, 5650 Woodlawn, Bartlett, Tennessee 38134, no later than Thursday, July 3, 2014.

Please contact Marsha Landstreet, School Nutrition Supervisor, Shared Services, to schedule billing and payment arrangements. Ms. Landstreet may be reached at 901.861.7000.

INTENT TO AWARD NOTICE

The Collierville Schools Board of Education and Turner Holdings, LLC dba Prairie Farms agree to the General Terms and Conditions and Special Bid Conditions contained in Bid #FY150010 and Turner Holdings, LLC dba Prairie Farms' response to the same, as well as any electronic communications and/or written communication between Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools and Turner Holdings, LLC dba Prairie Farms prior to the contract period.

Director Purchasing Shared Services

Turner Holdings, LLC dba Prairie Farms

Joseph C. Anderson

Contractor

Date

Date

cc: Mr. John Aitken, Superintendent, Collierville Schools
Ms. Marsha Landstreet, School Nutrition Supervisor, Shared Services



GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Excellence. Anytime.



LAKELAND
SCHOOL SYSTEM



MILLINGTON MUNICIPAL
SCHOOLS
Excellence in Education

July 9, 2014

Mr. Jim Turner
Turner Holdings, LLC dba Prairie Farms
2040 Madison Avenue
Memphis, Tennessee 38104

Dear Mr. Turner:


The Collierville Schools Board of Education will contract with Turner Holdings, LLC dba Prairie Farms to provide Milk and Dairy Products in the amount of \$743,156.70 to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools as described in Bid #FY150009 and Addendum #1 as well as described in any electronic communications and/or written communications between Turner Holdings, LLC dba Prairie Farms and Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools prior to the contract period. Such contract shall be for an initial period of one (1) year beginning July 1, 2014 through June 30, 2015. The Collierville Schools Board of Education reserves the right to extend this agreement annually for up to two (2) additional consecutive one (1) year periods.

Turner Holdings, LLC dba Prairie Farms must supply Purchasing Shared Services with satisfactory proof of insurance coverage as stated in the General Terms and Conditions of Bid #FY150009. In addition Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools shall be conspicuously named on the Certificate of Insurance as an additional insured on General Liability, Automobile Liability, and Excess Policies.

In order to finalize this notice, Turner Holdings, LLC dba Prairie Farms must sign in the appropriate space below and return along with the Certificate of Insurance to Joseph C. Anderson, Director, Purchasing Shared Services, Bartlett City Schools, 5650 Woodlawn, Bartlett, Tennessee 38134, no later than Wednesday, July 16, 2014.

Please contact Marsha Landstreet, School Nutrition Supervisor, Shared Services, to schedule billing and payment arrangements. Ms. Landstreet may be reached at 901.861.7000.

Collierville Schools



John Aitken
Superintendent

7-9-14

Date

Turner Holdings, LLC dba Prairie Farms

Contractor

Date

cc: Marsha Landstreet
Cassandra Dobbs



June 26, 2014

Mr. Jim Turner
Turner Holdings, LLC dba Prairie Farms
2040 Madison Avenue
Memphis, Tennessee 38104

Dear Mr. Turner:

This letter is to inform you that Turner Holdings, LLC dba Prairie Farms has been selected as the successful bidder to provide Milk and Dairy Products in the amount of \$743,156.70 to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools as per Bid #FY150009 dated June 3, 2014 and Addendum #1 dated June 16, 2014. The Collierville Schools Board of Education intends to contract with Turner Holdings, LLC dba Prairie Farms to provide milk and dairy products as described in Bid #FY150009 and Addendum #1 as well as described in any electronic communications and/or written communications between Turner Holdings, LLC dba Prairie Farms and Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools prior to the contract period. Such contract shall be for an initial period of one (1) year beginning July 1, 2014 through June 30, 2015. The Collierville Schools Board of Education reserves the right to extend this agreement annually for up to two (2) additional consecutive one (1) year periods.

Please be advised that this notice is contingent upon final agreement between all parties. This notice is not an acceptance of any offer and Turner Holdings, LLC dba Prairie Farms acquires no rights unless and until a contract is fully executed by and between Turner Holdings, LLC dba Prairie Farms and appropriate Collierville Schools Board of Education Employees

It is understood that Turner Holdings, LLC dba Prairie Farms takes no exceptions to and shall comply with any and all conditions and/or specifications described in Bid #FY150009 and Addendum #1. It is further understood that Turner Holdings, LLC dba Prairie Farms agrees that completion of this notice and any required contract constitutes all requirements for providing milk and dairy products to Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools.

If approved Turner Holdings, LLC dba Prairie Farms must supply Purchasing Shared Services with satisfactory proof of insurance coverage as stated in the General Terms and Conditions of Bid #FY150009. In addition Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools shall be conspicuously named on the Certificate of Insurance as an additional insured on General Liability, Automobile Liability, and Excess Policies.

Delivery schedules should be submitted for prior approval and shall remain constant from delivery to delivery. Contact Cassandra Dobbs, cdobbs@colliervilleschools.org, to arrange delivery schedules.

In order to finalize this notice, Turner Holdings, LLC dba Prairie Farms must sign in the appropriate space below and return along with the Certificate of Insurance to Joseph C. Anderson, Director, Purchasing Shared Services, Bartlett City Schools, 5650 Woodlawn, Bartlett, Tennessee 38134, no later than Thursday, July 3, 2014.

Please contact Marsha Landstreet, School Nutrition Supervisor, Shared Services, to schedule billing and payment arrangements. Ms. Landstreet may be reached at 901.861.7000.

INTENT TO AWARD NOTICE

The Collierville Schools Board of Education and Turner Holdings, LLC dba Prairie Farms agree to the General Terms and Conditions and Special Bid Conditions contained in Bid #FY150009 and Addendum #1 and Turner Holdings, LLC dba Prairie Farms' response to the same, as well as any electronic communications and/or written communication between Arlington Community Schools, Bartlett City Schools, Collierville Schools, Germantown Municipal School District, Lakeland School System and Millington Municipal Schools and Turner Holdings, LLC dba Prairie Farms prior to the contract period.

Director Purchasing Shared Services

Turner Holdings, LLC dba Prairie Farms

Joseph C. Anderson

Contractor

Date

Date

cc: Mr. John Aitken, Superintendent, Collierville Schools
Ms. Marsha Landstreet, School Nutrition Supervisor, Shared Services